



County of Los Angeles Public Library ■ www.colapublib.org
7400 East Imperial Hwy., Downey, CA 90242 ■ (562) 940-8400



Margaret Donnellan Todd
County Librarian
July 09, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AGREEMENT FOR LANDSCAPE AND GROUNDS
MAINTENANCE SERVICES WITH THE CITY OF CLAREMONT
(SUPERVISORIAL DISTRICT 1) (3 VOTES)**

SUBJECT

The Public Library is recommending that the Board of Supervisors (Board) approve an agreement for landscape and grounds maintenance services with the City of Claremont (City). The agreement is for five years, effective upon Board approval through June 30, 2018.

IT IS RECOMMENDED THAT THE BOARD:

Approve and instruct the Chairman to sign the attached five-year agreement for landscape and grounds maintenance services with the City for the Claremont Library at an initial annual payment of \$16,848 to be adjusted each subsequent year using the July Consumer Price Index (CPI). The agreement shall be effective upon Board approval through June 30, 2018.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Government Code section 6502 allows public agencies to contract to perform services for one another. Under this authority, the Board may contract with the City for the landscape and grounds maintenance services for the Claremont Library. The City has provided landscape and grounds maintenance services for the County library located within their City since 1977. The Public Library is satisfied with the services currently provided by the City and wishes to continue this relationship. The existing agreement with the City expired on June 30, 2013.

Approval of the recommended action will allow the continuation of the landscape and grounds maintenance services with minimal interruption.

Implementation of Strategic Plan Goals

Approval of this recommended action is consistent with the County's Strategic Plan goal in the area of Operational Effectiveness (Goal 1).

FISCAL IMPACT/FINANCING

Under the terms of the recommended agreement, the City will provide landscape and grounds maintenance services over a term of five years. The City will invoice the Public Library on a fiscal year basis. The initial payment is \$16,848 and subsequent payments will be adjusted using the July CPI for that fiscal year, not to exceed five percent (5%) per year.

The City will invoice the Public Library at the start of each fiscal year. In the event that the City is prevented from performing the landscape and grounds maintenance services for the Claremont Library, the City will return to the Public Library the pro-rata portion of any annual payment prepaid by the Public Library.

The agreement rate is reasonable based on the Public Library's experience in this area. The cost of the agreement will be paid from the Public Library's existing operating budget through June 30, 2018.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 20, 2008, the Board approved an agreement with the City of Claremont for the same services for a term of five years, effective Board approval through June 30, 2013.

The recommended agreement is authorized by Government Code Section 6502.

The standard County agreement provisions for services from the private sector are not applicable to an agreement for services by a city. The recommended agreement was approved by County Counsel as to form.

CONTRACTING PROCESS

Since this is an intergovernmental agreement, no competitive bid is required.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended agreement will allow the continuation of the landscape and grounds maintenance services for the affected Public Library facility with minimal interruption.

CONCLUSION

Please return to the Public Library two fully conformed copies of the agreement with original signatures.

The Honorable Board of Supervisors

7/9/2013

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Respectfully submitted,

A handwritten signature in cursive script, reading "Margaret Donnellan Todd". The signature is written in dark ink on a light background.

MARGARET DONNELLAN TODD

County Librarian

MDT:YDR:EM:bf

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF CLAREMONT

FOR

GROUNDS MAINTENANCE SERVICES

GROUNDS MAINTENANCE AGREEMENT

Between the

COUNTY OF LOS ANGELES, CALIFORNIA

and the

CITY OF CLAREMONT, CALIFORNIA

This Agreement entered into this _____ day of _____ 20__ by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and the CITY OF CLAREMONT, hereinafter referred to as "CITY".

WHEREAS, the COUNTY is desirous of contracting with the CITY for the maintenance of the grounds of the Claremont Library building located at 208 North Harvard Avenue, Claremont; and

WHEREAS, the CITY is agreeable to performing such functions on the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized by Title 1, Division 7, Chapter 5, (Sections 6502) of the Government Code.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein below, it is mutually agreed by the parties hereto as follows:

1. In consideration for maintenance and services, the COUNTY agrees to initially pay the CITY the sum of Sixteen Thousand Eight Hundred Forty-Eight Dollars (\$16,848), "Initial Annual Payment" to include the July 2013 CPI. The Initial Annual Payment shall be adjusted in accordance with the Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100), herein referred to as CPI.

The second CPI adjustment shall be made according to the July 2014 CPI and each successive year thereafter the July CPI shall be used to adjust each Subsequently Adjusted Annual Payment.

In no event shall the annual adjustment based upon the CPI, result in an annual increase greater than five percent (5%) per year.

Routine plant replacement, and repairs to irrigation systems will be included as part of this Agreement. Extra repairs needed because of vandalism, equipment replacement needed from wear and tear, or re-landscaping of the property, will be billed as extra based on time and materials.

Payments shall be paid on demand on July 1 for each year of this Agreement.

2. This Agreement shall be for a five (5) year term commencing upon execution of the parties and will continue until June 30, 2018.
3. The CITY shall maintain in a good and workmanlike manner the grounds of the County building located at the above-listed location, in accordance with Attachment A, said maintenance to consist of mowing and edging turf areas, pruning of shrubs, cultivation of flower beds, application of water, vandalism repair, furnishing and applying insecticides and fertilizer, trimming and care of trees, sweeping of the entrances and parking lots, and service to the irrigation system; provided, however, the CITY is not prevented from performing said work by reason of renovation, construction, or other improvement work.
4. In the event that the CITY is prevented from performing the grounds maintenance services for the Library, the CITY shall return to the COUNTY, the pro-rata portion of each annual payment prepaid by the COUNTY with such proration computed on the basis of a 365 day year any annual payment prepaid by the COUNTY.

5. For the purpose of performing said landscape and grounds maintenance, the CITY shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the grounds at a level of appearance comparable to the City of Claremont facilities. Such maintenance shall include the renovation and seeding of lawn areas at least once during the year, if necessary, and maintenance of the sprinkler control system including sprinkler heads and risers.
6. The CITY shall have the option to sub-contract for the grounds maintenance of the area, with prior consent of the COUNTY and, as long as the grounds are maintained in accordance with paragraphs 3 and 5 of this Agreement and all indemnity and insurance requirements set forth below are met.
7. The COUNTY may replace, at its discretion, all plants, shrubs, and trees upon notification of such need from the CITY. Except as necessary to complete the obligations set forth in paragraphs 3 and 5, the CITY shall not alter the landscape in any manner not otherwise provided for herein without the express written consent of the COUNTY.
8. The COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any CITY personnel performing services hereunder for the COUNTY.
9. The County Contract Project Director of Los Angeles County Department of Public Library and/or their designee located at 7400 E. Imperial Highway, Room 206, Downey, CA 90242, (562) 940-8481, will be the County's Contract Coordinator. The Community Services Director of the City of Claremont and/or their designee located at 1616 Monte Vista Ave., Claremont, CA 91711, (909) 399-5431, will be the City's Contract Coordinator.
10. The CITY shall indemnify, defend and hold harmless the COUNTY, its Special Districts, its elected and appointed officers, and its employees, and

agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CITY'S acts and/or omissions arising from and/or relating to this Agreement. If the CITY should sub-contract all or any part of this landscape and grounds maintenance services Agreement, the CITY also shall require the sub-contractor to indemnify, defend and hold harmless the COUNTY.

11. Without limiting the CITY's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the CITY shall provide and maintain insurance coverage satisfying the following requirements. The CITY shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any CITY employee for injuries arising from or connected with services performed at the request of or on behalf of the CITY. The CITY shall maintain general liability insurance with limits of not less than \$1 million per occurrence and naming the COUNTY as an additional insured, auto liability insurance with limits of not less than \$1 million each accident, and workers compensation insurance including Employers' Liability coverage with limits of not less than \$1 million. Such insurance shall be primary and not contributing to any commercial or self-insurance programs maintained by the COUNTY and may be provided by the CITY'S self-insurance program or a combination of that program and other insurance coverages. If the CITY sub-contracts all or any part of this landscape and grounds maintenance services Agreement, then the CITY shall require the sub-contractor to maintain the same types and limits of insurance coverage outlined in this paragraph.
12. Either party shall have the right to cancel this Agreement at any time upon giving 30 days' prior written notice. In the event of such cancellation, the CITY shall return to the COUNTY (the pro-rata portion of each annual

payment prepaid by the COUNTY with such proration computed on the basis of a 365 day year).

13. This Agreement shall not be valid and does not impose any obligation upon the COUNTY unless and until funds are appropriated by the COUNTY for the purposes set forth herein and the CITY shall have no obligation under this Agreement if such funds are not appropriated.

[illegible]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed upon the day and year first above written.

ATTEST:

CITY OF CLAREMONT:

By: _____
City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

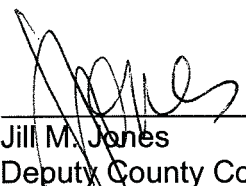
COUNTY OF LOS ANGELES

By: _____

By: _____
Mark Ridley-Thomas
Chairman, Board of Supervisors

APPROVED AS TO FORM:

JOHN KRATTLI
County Counsel

By:  _____
Jill M. Jones
Deputy County Counsel

LIBRARY MAINTENANCE SPECIFICATIONS

Litter and Debris Removal/Clean-up/Weeding: All trash, debris, dead plant materials and weeds shall be removed weekly. Special attention shall be given to the entries, courtyard and the parking lot. The entryway to the library will be vacuum-cleaned daily and the lot will be swept weekly. All areas shall be maintained weed-free and litter-free. Paved and hardscape areas shall be cleaned weekly.

Mowing and Edging: All turf areas are to be mowed as often as necessary to maintain a consistent turf height of two (2") inches. In normal circumstances the grass clippings need not be removed, but, when an excessive amount of cut grass is present, removal may be requested by the Community Services Director.

Selective Pruning and Care of Shrubbery and Plants: All shrubs shall be selectively pruned as to maintain their natural form. Dead branches and foliage shall be removed, as thinning cuts only. Shrubs shall be pruned at least once per year or as needed to prevent sidewalk, street and sign obstruction. Plants and other shrubs will be added or replaced as necessary to maintain an appearance similar to other City facilities. This includes planting and care of the planter located at the east entrance.

Tree Trimming: Trees shall be trimmed to maintain sight visibility for pedestrian or vehicular traffic. Canopies shall be maintained at a height of eight (8') feet over sidewalks. Tree maintenance of the twenty-four (24) trees located on the county grounds is included and will follow the trimming cycles and standards in the City's Tree Management Program (every three years). Storm damage repair, replacement or addition of trees is not included in this contract.

Groundcover Trimming: Groundcovers shall be pruned using pruning shears to create a soft line. Groundcovers are prohibited to grow past the face of the curb or more than three (3") inches onto sidewalks. Growth onto other shrubs, trees, walls, or other structures is not permitted.

Weed Control: All landscape and non-landscaped areas shall be kept weed-free at all times. The term weeds applies to any undesirable vegetation growing within the right-of-way including cracks between the gutter and asphalt as well as the cracks in adjacent sidewalks. Chemical control by using herbicides and pre-emergent materials is permitted with proper County notification.

Irrigation: Consistent maintenance of all areas for proper moisture levels based on the turf and/or plants needs at different times of the year. All irrigation shall be performed to ensure plant health and vigor. The entire irrigation system, including the planters and all components from the point of connection at the meters to the sprinklers, shall be maintained in an operational state at all times. Repair of this equipment is included in this contract. Repairs to the water mainlines feeding the meter, major irrigation renovations and repair/replacement of the sprinkler controller will be billed as extra work.

Special Requests: The courtyard will be raked once weekly, all other areas will be raked on a bi-monthly basis.